

REMARKS/ARGUMENTS

Claims 1-142 are pending in the application.

CLAIM REJECTIONS—35 U.S.C. § 102

Claims 1-17, 19, 22-49, 51, 55-64, 72-88, 90, 93-120, 122 and 126-135 were rejected under 35 U.S.C. § 102(e) as being allegedly anticipated by U.S. Patent Publication No. 2004/0133793 (“Ginter”). The rejections are respectfully traversed for at least the reasons discussed below.

Claim 1 recites, among other features, “updating said quota parameter **at said management system** based, at least partially, upon said first licensing amount.” The most recent Office Action alleges that Ginter’s VDE content user 112 and/or financial clearinghouse and VDE administrator 116 are analogous to the “management system” of Claim 1. Therefore, if Ginter’s VDE content user 112 and/or financial clearinghouse and VDE administrator 116 does not update a quota parameter, then Ginter does not disclose “updating said quota parameter **at said management system** based, at least partially, upon said first licensing amount” as recited in Claim 1.

Even if Ginter discloses that a quota parameter of some kind may be updated somehow, Ginter does not disclose, teach, or suggest that either VDE content user 112 or financial clearinghouse and VDE administrator 116 (the alleged “management system”) updates such a quota parameter. Indeed, it does not make sense that VDE content user 112 would be able to update a quota parameter, since the “rules and controls” put in place by VDE content creator 102 and/or VDE rights distributor 104 apparently exist to limit the use of the content by VDE content

user 112. Ginter's FIG. 2 shows "rules and controls" passing from VDE content creator 102 to VDE rights distributor 104, and from VDE rights distributor 104 to VDE content user 112, but Ginter's FIG. 2 does not show either VDE content user 112 or financial clearinghouse and VDE administrator 116 updating the "rules and controls." Ginter does not disclose, teach, or suggest "updating said quota parameter **at said management system** based, at least partially, upon said first licensing amount" as recited in Claim 1.

Claim 1 also recites, among other features, "sending license parameters **from said management system over said network to a licensing host.**" As is discussed above, the most recent Office Action alleges that Ginter's VDE content user 112 and/or financial clearinghouse and VDE administrator 116 are analogous to the "management system" of Claim 1. The most recent Office Action also alleges that Ginter's VDE content creator 102 and/or VDE rights distributor 104 are analogous to the "licensing host" of Claim 1. Therefore, if Ginter's VDE content user 112 and/or financial clearinghouse and VDE administrator 116 does not send license parameters over a network to Ginter's VDE content creator 102 and/or VDE rights distributor 104, then Ginter does not disclose "sending license parameters **from said management system over said network to a licensing host**" as recited in Claim 1.

Ginter's FIG. 2 shows VDE rights distributor 106 (the alleged "licensing host") sending "rules and controls" to VDE content user 112 (the alleged "management system"), but does not show VDE content user 112 or financial clearinghouse and VDE administrator 116 sending any "rules and controls" to either VDE content creator 102 or VDE rights distributor 106. Ginter's FIG. 2 shows financial clearinghouse and VDE administrator 116 sending "reports and payments" to VDE rights distributor 106, but Ginter does not disclose, teach, or suggest that such

“reports and payments” are in any way similar to “license parameters.” Ginter’s FIG. 2 shows “content” flowing over an “electronic content highway” between VDE content user 112, VDE rights distributor 104, and VDE content creator 102, but does not disclose, teach, or suggest that the “reports and payments” that financial clearinghouse and VDE administrator 116 sends to VDE rights distributor 106 are also sent over the “electronic content highway”—conspicuously, Ginter’s FIG. 2 does not even show financial clearinghouse and VDE administrator 116 connected to the “electronic content highway.”

Considering Ginter’s FIG. 2, the only information that either VDE content user 112 or financial clearinghouse and VDE administrator (the alleged “management system”) appears to send to either VDE content creator 102 or VDE rights distributor 106 (the alleged “licensing host”) is “reports and payments,” which (1) are not “license parameters” and (2) are apparently not sent over the “electronic content highway” (the alleged “network”). Ginter does not disclose, teach, or suggest “sending license parameters **from said management system over said network to a licensing host**” as recited in Claim 1.

Claim 1 also recites, among other features, that the licensing host “communicates with said first set of software over said network.” This first set of software is, according to Claim 1, the set of software that the client’s licensing inquiry regards. As is discussed above, the most recent Office Action alleges that Ginter’s VDE content creator 102 and/or VDE rights distributor 104 are analogous to the “licensing host” of Claim 1. Therefore, if Ginter’s VDE content creator 102 and/or VDE rights distributor 104 does not communicate, over a network, with a set of software that a client’s licensing inquiry regards, then Ginter does not disclose a licensing host that “communicates with said first set of software over said network” as recited in Claim 1.

Ginter does not disclose that VDE content creator 102 (an alleged “licensing host”) communicates with the “content” (the alleged “first set of software”) **over a network**. VDE content creator 102 would likely be the creator of such content, and, having such content present, would not have any need to communicate with the content over the “electronic content highway” (the alleged “network”). Ginter does not disclose that VDE content creator 102 communicates with the “content” over any network.

Ginter also does not disclose that VDE rights distributor 106 (an alleged “licensing host”) communicates with the “content” (the alleged “set of software”) **over a network**. Ginter discloses that VDE rights distributor 106 may send “rules and controls” over the “electronic content highway” to VDE content user 112, but Ginter does not disclose, teach, or suggest that sending such “rules and controls” in any way involves VDE rights distributor 106 “communicating” with the “content” **over a network**. There does not appear to be any reason why VDE rights distributor would communicate with the “content” over a network.

Thus, Ginter does not disclose, teach, or suggest that either of the entities that the Office Action analogizes to the “licensing host” of Claim 1 actually communicates, over a network, with a set of software that a client’s licensing inquiry regards. Consequently, Ginter does not disclose, teach, or suggest a licensing host that “communicates with said first set of software over said network” as recited in Claim 1.

As is discussed above, there are multiple features of Claim 1 that Ginter does not disclose, teach, or suggest. For at least the above reasons, the Applicants respectfully submit that Claim 1 is patentable over Ginter under 35 U.S.C. § 102(e).

Claim 23 recites, among other features, “receiving, over a network, from a client computer that runs a browser program, at a management system that is coupled to said client computer via said network and is embodied in a machine, a first inquiry regarding licensing of a first set of software under a particular contract.”

The most recent Office Action alleges that Ginter’s VDE content user 112 and/or financial clearinghouse and VDE administrator 116 are analogous to the “management system” of Claim 23. However, even if Ginter generally discloses a browser program and an inquiry, Ginter does not disclose, teach, or suggest that either VDE content user 112 or financial clearinghouse and VDE administrator 116 (the alleged “management system”) receive, over a network, from a client computer that runs a browser program, an inquiry regarding licensing of a set of software. Ginter does not even appear to disclose that VDE content user 112 or financial clearinghouse and VDE administrator 116 receive inquiries of any kind over a network. It would be strange indeed for the user of the content, VDE content user 112, to receive an inquiry of the kind recited in Claim 23.

Ginter does not disclose, teach, or suggest “receiving, over a network, from a client computer that runs a browser program, at a management system that is coupled to said client computer via said network and is embodied in a machine, a first inquiry regarding licensing of a first set of software under a particular contract” as recited in Claim 23. For at least the above reasons, the Applicants respectfully submit that Claim 23 is patentable over Ginter under 35 U.S.C. § 102(e).

Like Claim 23, Claim 56 recites, among other features, “receiving, over a network, from a client computer that runs a browser program, at a management system that is coupled to said

client computer via said network and is embodied in a machine, a first inquiry regarding licensing of a first set of software under a particular contract.” As is discussed above in relation to Claim 23, Ginter does not disclose, teach, or suggest such a feature. Therefore, for at least the reasons discussed above in connection with Claim 23, the Applicants respectfully submit that Claim 56 is patentable over Ginter under 35 U.S.C. § 102(e).

Claims 2-17, 19, 22, 24-49, 51, 55, 57-64, 72-88, 90, 93-120, 122 and 126-135 either depend from one of the independent claims discussed above, are computer-readable medium variants of one of the independent claims discussed above, or depend from one of the computer-readable medium variants of one of the independent claims discussed above. Therefore, the Applicants respectfully submit that Claims 2-17, 19, 22, 24-49, 51, 55, 57-64, 72-88, 90, 93-120, 122 and 126-135 are patentable over Ginter under 35 U.S.C. § 102(e) for at least the reasons discussed above in connection with the relevant independent claims.

CLAIM REJECTIONS—35 U.S.C. § 103

Claims 18, 20-21, 50, 52-54, 65-71, 89, 91-92, 121, 123-125 and 136-142 were rejected under 35 U.S.C. § 103(a) as being allegedly unpatentable over Ginter. The rejections are respectfully traversed for at least the reasons discussed below.

Like Claim 1, Claim 65 recites, among other features, “sending license parameters **from said management system over said network to a licensing host**” wherein the licensing host “communicates with said first set of software over said network.” As is discussed above in connection with Claim 1, Ginter does not disclose, teach, or suggest these features. Although the Office Action alleges that other aspects of Claim 65 would have been obvious in view of Ginter,

these particular features are not among those that the Office Action alleges would have been obvious. At least because Ginter does not teach, disclose, or suggest “sending license parameters **from said management system over said network to a licensing host**” wherein the licensing host “communicates with said first set of software over said network,” the Applicants respectfully submit that Claim 65 is patentable over Ginter under 35 U.S.C. § 103(a).

Additionally, Ginter does not disclose, teach, or suggest receiving, **over a network, at a management system** (allegedly, VDE content user 112 and/or financial clearinghouse and VDE administrator 116), a request to terminate a license on a set of software. Ginter says nothing about either VDE content user 112 or financial clearinghouse and VDE administrator 116 receiving such a request to terminate a license on a set of software. Therefore, even if it would have been obvious to receive a request to terminate of a license on a set of software, Ginter still does not teach, disclose, or suggest receiving such a request **over a network, at a management system**.

Claims 18, 20-21, 50, 52-54, 66-71, 89, 91-92, 121, 123-125 and 136-142 either depend from one of the independent claims discussed above, are computer-readable medium variants of one of the independent claims discussed above, or depend from one of the computer-readable medium variants of one of the independent claims discussed above. Therefore, the Applicants respectfully submit that Claims 18, 20-21, 50, 52-54, 66-71, 89, 91-92, 121, 123-125 and 136-142 are patentable over Ginter under 35 U.S.C. § 103(a) for at least the reasons discussed above in connection with the relevant independent claims.

CONCLUSION

For at least the reasons set forth above, it is respectfully submitted that all of the pending claims are in condition for allowance. Therefore, the issuance of a formal Notice of Allowance is believed next in order, and that action is most earnestly solicited.

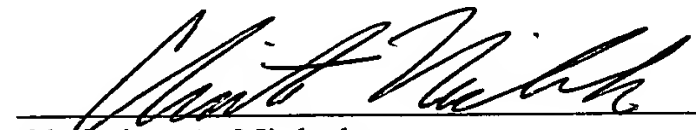
The Examiner is respectfully requested to contact the undersigned by telephone if it is believed that such contact would further the examination of the present application.

Please charge any shortages or credit any overages to Deposit Account No. 50-1302.

Respectfully submitted,

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